

**ORDINANCE NO. 07**

**AN ORDINANCE OF THE TOWN OF DISCOVERY BAY  
PROVIDING CHARGES FOR CONNECTION TO  
FACILITIES AND FOR SERVICES FURNISHED BY  
THE TOWN OF DISCOVERY BAY, AND  
ESTABLISHING RULES AND REGULATIONS  
FOR WATER SERVICE**

**BE IT ORDAINED** by the Board of Directors of the Town of Discovery Bay, as follows:

**SECTION 1: GENERAL PROVISION**

**1.01. Short Title.** This Ordinance may be cited as the Town of Discovery Bay "Water Regulations and Service Ordinance".

**1.02. Purpose.** This Ordinance is intended to provide rules and regulations applicable to the provision of water by the District. It is additionally the intent of the Board of Directors to establish by this Ordinance those procedures and policies necessary to the orderly administration of a water conservation program to prohibit waste and to restrict the use of water during a water shortage emergency.

**1.03. Enabling Statutes.** This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 and following.

**1.04. Application.** This Ordinance shall apply to all water facilities constructed, maintained, and operated by the District.

**1.05. Enterprise.** The District will furnish and/or make available, a system, plant, works, and undertaking used for and useful in, the delivery of potable water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.

**1.06. Separability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or circumstances are for any reason held to be unconstitutional or invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The governing body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.

1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations and not as a penalty.

1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the person to be notified or by deposit in the U.S. Mail in a sealed envelope, postage prepaid, addressed to such person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.

1.10. Effect of Heading. The title, division or section headings contained in this Ordinance shall not be deemed to govern, limit or modify in any manner, the scope, meaning or intent of any section or subsection of this Ordinance.

1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within five (5) days of the general manager's decision. When appealed, the Board's ruling shall be final. Appeals to the Board shall be processed in accordance with Section 12 of this Ordinance.

1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code, ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

## **SECTION 2. DEFINITIONS**

The following definitions apply throughout this Ordinance:

2.01. Applicant. The person making application hereunder and who shall be the owner of the premises involved, or his or her authorized agents, so authorized in writing to the District, or a licensed plumber or contractor.

2.02. Board. The Board of Directors of the Town of Discovery Bay, acting in its capacity as the governing body of the District.

2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter and meter box, all used to extend water service from the main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.

2.05. County. The County of Contra Costa, California.

2.06. Customer. Any person supplied or entitled to be supplied with water service by the District, within the District's service boundaries.

2.07. Customer's Service Valve. A valve independent of the District's facilities located in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.

2.08. Cross-Connection. "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removal sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

2.09. District. Town of Discovery Bay, a Community Service District formed under the provisions of California Government Code Sections 61000, et seq., within Contra Costa County, California.

2.10. District Engineer. A person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.

2.11. Engineering Manager. The Manager of the District's Engineering Department as designated by the General Manager.

2.12. Field Supervisors. Supervisors of the District's facilities as designated by the General Manager.

2.13. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000, et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.

- 2.14. General Manager. The General Manager of the District.
- 2.15. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.16. Inspector. The person who shall perform the work of inspecting water facilities under the jurisdiction or control of the District.
- 2.17. Main. A water line in a street, highway, alley or easement used for public and private fire protection and for the general distribution of water.
- 2.18. May. Means permissive.
- 2.19. Office Manager. The Office Manager of the District as designated by the General Manager.
- 2.20. Owner. The person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.
- 2.21. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.22. Person. Any human being, individual, firm, company, partnership, association and private, public or municipal corporation, the United States of America, the State of California, district, special district, and any other political subdivision, governmental agency, or other public entity or agency.
- 2.23. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office building may be classified as single premises.
- 2.24. Private Fire Protection Service. Water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.
- 2.25. Public Fire Protection Service. The service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- 2.26. Regular Water Service. Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.

2.27. Residential. Any single-family unit, any duplex or triplex family unit not requiring licensing for occupancy and operation.

2.28. Secretary. The Secretary to the Governing Body.

2.29. Shall or Will. Means mandatory.

2.30. Temporary Water Service. Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.

2.31. Waste. Shall mean any unreasonable or non-beneficial use of water, or any unreasonable method of use of water, including, but not limited to; the use of water for any purpose which allows flooding or runoff in gutters, bodies of United States Waters, driveways, streets or adjacent lands; the use of water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.

2.32. Water Department. The Water Department, as created on July 01, 1998 comprising the Directors, the General Manager, and such other employees and assistants as may be hired therefor. The Board of Directors of the District performing functions related to the District's water service, together with the General Manager and any other duly authorized representatives.

2.33. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service.

2.34. Water Supply Shortage. Shall mean any water shortage caused by drought or any other threatened or existing water shortage, disaster or facility failure, earthquake, loss of electrical power, pipe line breakage, or other condition which results in or threatens to result in the District's inability to meet the water demands of its customers.

2.35. Water User. Shall mean any person, firm, partnership, association, corporation or political entity using water obtained from the water system of the District.

2.36. Water. Shall mean that water supplied by the Town of Discovery Bay.

### **SECTION 3. GENERAL RULES**

3.01. Standards. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to District water system.

3.02. Violation Unlawful. Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install, provide, maintain or use any other means of water facilities from any building in the area serviced with water by said District except by connection to water facilities in the manner as provided for in this Ordinance. Any violation of this Ordinance

will be subject to the provisions of this section, at the discretion of the General Manager. Outside of the District owned well's, no private water wells will be allowed in the District's boundaries, nor will they be allowed to be connected to the District's water system

3.03. Notice of Violation. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any person found to be violating any provision of this or any other ordinance, resolution, rule or regulation of the District shall be served, by the Inspector or other authorized person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the District of any defect arising in any water facility or of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same. All persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule or regulation of the District.

3.04. Protection from Damage. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance or equipment which is a part of the District's water works. Any person violating this provision shall be subject to the penalties provided by the District and or by law.

3.05. Investigation Powers. The officers, inspectors, manager and any other duly authorized representative/employee's of the District shall carry evidence establishing his or her position as an authorized representative of the District and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all building, industrial facilities and properties to which the District is furnishing water or has been requested to furnish water for the purpose of inspection, reinspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, resolutions, rules and regulations of the District pursuant to the authorization contained in the required application for water service, in accordance with the procedures set forth in Section 15 of this Ordinance.

3.06. Noncompliance with Regulations. As an alternative method of enforcing the provisions of this or any other ordinance, resolution rule or regulation of the District, the District shall have the power to disconnect the user or subdivision water service from the water mains of the District. Upon disconnection, an authorized representative of the District shall estimate the cost of disconnection from and reconnection to the system, and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system.

3.07. Liability for Violation. Any person violating any of the provisions of the ordinances, resolutions, rules or regulations of the District, or permitting or maintaining any property in

violation of any of the ordinances, resolutions, rules or regulations of the District, shall be liable to the District for any expense, loss or damage, occasioned by the District by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

**3.08. Relief on Application.** When any person, by reason of special circumstances, is of the opinion that any provision of the ordinances, rules or regulations of the District is unjust or inequitable as applied to the person or premises, may file a written application to the Governing Body within the time frame identified in Section 1.1.1 stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to a particular premises. If such application is approved, the Governing Body may, by resolution, suspend or modify the provision complained of, as applied to such person or premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

**3.09. Relief on Own Motion.** The Governing Body may, on its own motion, find that by reason of special circumstances, any provisions of its ordinances, rules or regulations should be suspended or modified as applied to a particular person or premises and may, by resolution, order such suspension or modification for such premise during the period of such special circumstances or any part thereof.

**3.10. Maintenance of Water Pressure and Pressure Conditions.** The District shall not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making emergency repairs, or other work required on the water system as determined by the General Manager. Customer's dependent upon a continuous supply should provide emergency storage. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.

**3.11. Tampering with District Property.** Except as otherwise specifically authorized by the General Manager, no one, except an employee or representative of the District, shall at any time in any manner operate the curb stops or water main gates or valves of the District's system, fire hydrants, blowoffs, air relief valves; or interface with meters or their connections, street mains or other parts of the water system.

**3.12. Water System.** The District will furnish a system, plant, works and undertakings used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the Enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

- 3.13. Number of Services per Premises. The applicant may apply for as many services as may be reasonably required for his or her premises provided that the pipe line system for each service be independent of the others and that they not be interconnected.
- 3.14. Waste of Water. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used (as defined in Sec 2.31) on a customer's premises, the District may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 3.03 of this Ordinance, or as provided in any other Ordinance, resolution, rule or regulation in effect at this time or as hereinafter adopted or amended.
- 3.15. Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.
- 3.16. Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act or omission of the customer or his or her tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.
- 3.17. Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.
- 3.18. Control Valve on the Customer Property. The customer shall provide a valve on his or her side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on his or her premises. The customer shall not use the service curb stop to turn water on and off for his or her convenience.
- 3.19. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.
- 3.20. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross- connection, as defined in the Town of Discovery Bay Ordinance # 10.
- 3.21. Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.



3.22. Interruptions in Service. The District shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the District.

3.23. Installation of Services. Only duly authorized employees or agents of the District shall be authorized to install service connections. All service connections shall comply with the specifications of the District. Meters will be installed in the parkway area, and shall be owned by the District. No rent or other charge will be paid by the District for a meter or other facilities, including connections. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

3.24. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense.

3.25. Changes in Owner's or Customer's Equipment. Owners or customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations result in a significant increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

3.26. Size and Location. The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets in advance of street improvements must be accepted by the applicant in the installed location.

3.27. Curb Stop. Every service connection installed by the District shall be equipped with a curb stop or wheel valve on the inlet side of the meter. Such valve or curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb stop or wheel valve is damaged by the owner's or consumer's use to an extent requiring replacement, such replacement shall be at the owner's expense. Replacement shall be at cost plus fifteen percent (15%).

3.28. Domestic, Commercial, and Industrial Service Connection. It shall be unlawful to maintain a connection except in conformity with the following rules:

3.28.01. Separate Building. Each house or building under separate ownership shall be provided with a separate service connection.

3.28.02. Single Connection. Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.

3.28.03. Different Owners. A service connection shall not be used to supply any adjoining property, or property across a street, alley or easement

3.28.04. Divided Property. When property provided with a service connection is divided, the service connection shall be considered as belonging to the lot or parcel of land, which it directly enters.

3.28.05. Multiple Buildings. Multiple houses or buildings under one ownership and on the same lot or parcel of land may be supplied through the same service connection provided that the service connection shall be of such size to adequately serve-said houses or buildings.

3.28.06. Property of District. Upon completion of such installation, the facilities shall be dedicated to the District, and upon acceptance of the dedication by the District, shall become property of the District.

3.29. Service Connections Maintenance. The service connection extending from the water main to the property line and including the meter, meter box, and curb stop or wheel valve shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter shall be installed and maintained by the owner of the property.

3.30. Water Loss. The District's jurisdiction and responsibility ends at the property line and the District will in no case be liable for or assume any responsibility for damages occasioned by water running from the customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

3.31. Damages Through Leaking Pipes and Fixtures. When turning on the water supply as requested to a house or property which is vacant, the District will make a reasonable attempt to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb stop or the private shutoff. The District's jurisdiction and responsibility ends at the property line and the District shall in no case be liable for or assume any responsibility for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

3.32. Damage to Meters. The District reserves the right to set and maintain a meter on any service connection. The water customer shall be held liable for any damage to the meter due to his or her negligence or carelessness or other fault.

3.33. Non-Obstruction of Facilities. If an obstruction of a meter or other District facilities on or adjacent to a customer's property prevents convening or servicing of the facility, the District may deliver written notice to the property served, to remove the obstruction within a stated number of days as defined by the District's General Manager. If the customer fails to do so, the District may thereafter cause the obstruction to be removed at the Customer's expense.

3.34. Access to Meters. The District reserves the right to enter upon the applicant's premises for

the purpose of reading, repairing or replacing the water service meter. The applicant shall be solely responsible for the control of all animals, which may pose a potential threat to District employees or agents of, and shall be liable for any injury to District employees or agents of, resulting from unrestrained animals. Should an applicant for new service fail to properly restrain animals present on his or her property, the District may, upon written notice, refuse to install or turn on service until such time as the District determines that a threat to its employees, or agents of District no longer exists. At the request of the customer, the meter will be read in the presence of the customer or someone of his or her choosing, so that over estimates and under estimates of use may be rectified on the bill.

#### **SECTION 4. APPLICATION FOR REGULAR WATER SERVICE**

**4.01. Application for Water Service.** The property owner or his or her agent, designated in writing, shall make application for regular water service by personally signing an "Application For Water Service/ Connection" form provided by the District and pay the necessary charge for connection to the District's facilities, as prescribed in the Town of Discovery Bay's Ordinance # 09.

**4.02. Water Service to Customers Other Than Property Owners.** Water service to other than property owners shall be made as follows:

**4.02.01. Property Owner's Signature.** If a property owner rents the premises to a tenant, the tenant may have water service and other services instituted in the tenant's name, provided that the tenant makes reasonable efforts to secure the property owner's signature on the application for service.

**4.02.02. Temporary Service.** A tenant may be given temporary service for ten (10) days while attempting to obtain the owner's signature for service. If the application for water service signed by the owner is not returned to the District within ten (10) days, or the tenant fails to initiate service in his or her or her own name, service will be terminated, pursuant to the District's rules, regulation, ordinances and resolutions.

**4.02.03. Inability to Secure Property Owner's Signature.** If, after making reasonable efforts, the tenant is unable to secure the property owner's signature on the application for service, water service may be instituted in the tenant's name, pursuant to District rules and regulations. In any event, the tenant shall provide the District with the property owner's name, mailing address and telephone number prior to the District providing the tenant with any temporary water service. The District will thereafter mail the application for service to the owner, and request owner's signature.

**4.02.04. Responsibility and Liability.** The party (the tenant or the property owner) signing the application shall be liable for any unpaid charges, fees, rates, penalties, interest, and damages required as a result of nonpayment of any District fees, charges and rates as provided in this

Ordinance, or as provided in any other Ordinance, resolution, rule or regulation in effect at this time or as hereinafter adopted or amended.

4.03. Security Deposits. Are as follows:

4.03.01. Security Deposit – Residential A security deposit for a single family residential unit shall be required except upon the determination by the District that the person requesting service is credit worthy. The determination of credit worthiness shall be upon criteria established by the Board, and may be appealed in writing to the Board within five days of the General Manager's decision. Appeals shall be processed in accordance with Section 12 of this Ordinance.

4.03.02. Security Deposit - Commercial. A security deposit for each commercial, retail unit or a multi-unit complex shall be deposited at the time application is made.

4.03.03. Required Payment of Security Deposits. The security deposit shall be paid by the applicant as a condition of establishment of new residential or commercial service, or as a condition of reinstating service after disconnection due to failure to pay the account when due. Prior to initiation of new service or reinstatement of prior service, all charges and deposits shall be paid in full.

4.03.04. Security Deposit Refund. The District shall refund each security deposit to the residential customer where funds have been on deposit for one year in a customer's account and there has been no one or more delinquent payments on that account during the year; within thirty days after discontinuance of service, following written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. The District shall refund the security deposit for commercial, retail, or industrial connections within thirty (30) days after discontinuance of service following the customer's written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. Upon discontinuance of service, the Security Deposit shall be applied to reduce any unpaid charges outstanding on the customer's account.

4.04. Payment for Previous Service. An application shall not be honored unless all other accounts with the District by that applicant have been paid in full by the applicant and there are no delinquent accounts by the applicant. The security deposit set forth in Sections 4.03 of this Ordinance shall accompany any application for reinstatement of service.

**SECTION 5. APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED**

5.01. Main Extension. General water main extensions may be made within the District as follows:

5.01.01. Subdivisions. See Section 6.

5.01.02. Annexations. See Section 7.

5.01.03. Other Main Extensions. Owners of property desiring the District to install the extension of one or more water mains to serve such property shall deposit with the District the estimated cost per foot for all frontage to be benefited from said main extension as determined by the District. Deposit shall be estimated at cost per foot.

5.02. Application for Main Extension. The following rules shall be adhered to when making application for main extensions:

5.02.01. Application. Any owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring the extension of one or more water mains to service such property shall make a written application therefor to the District. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District. Said application shall also be accompanied by a map showing the location of the proposed connections. The application shall be made a minimum of five working days prior to a regular board meeting.

5.02.02. Investigation. Upon receipt of the application, the General Manager, or his or her designee, shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board, including, if possible a report from the District's engineer.

5.02.03. Ruling. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.

5.02.04. District Lines. All extensions thus provided for, in accordance with these regulations, shall be offered for dedication to the District and, upon acceptance of the dedication by the District, shall become and remain the property of the District.

5.02.05. Dead-End Lines. No dead-end lines shall be permitted except at the discretion of the District and, in cases where circulation lines are necessary, shall be designed and installed as part of the cost of the extension. Any dead-end line permitted shall have a flush-out device provided by the applicant at his/her expense.

5.03. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land shall, at their own expense, provide for such water mains, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District and, upon acceptance by the District shall become the property of the District. The owners shall provide to the District a detailed as-built mylar blueprint signed by a registered civil engineer, and a CAD

disc (AutoCad format) of the water system.

5.04. Specifications. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan and specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

5.05. Payment of Cost of Oversized Mains. In the event the District elects to install mains of greater size than shall be adequate to supply any new subdivision with water and fire protection, as determined by the District, the owner or owners of the proposed subdivision shall not be required to pay more than the cost of mains which, in the opinion of the District, are adequate to supply such subdivision with water and fire protection, but no other adjustment of the cost of installation shall be made.

5.06. Pay Back Agreements. When main extensions are made by the District and paid for by an applicant and said main extension shall be of benefit to another person or persons in the future, said applicant shall enter into a pay back agreement with said District. Said pay back agreement shall provide for a refund payment for main service charges collected by the District for service connection to a main, paid for by new applicant. Said pay back shall be computed on the basis of actual cost to the person making the original main extension per front foot benefited for which the main service charge is collected. All pay back agreements shall become null and void ten years from the date first written unless otherwise specified or outline in a "service agreement" between the applicant and District.

5.07. Property of District. Upon completion of such installation, the facilities shall be dedicated and become property of the District.

## **SECTION 6. SUBDIVISIONS**

6.01. Application. A person desiring to provide a water system within a tract of land, which he or she proposes to subdivide within the District's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.

6.01.01. Contents. The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative map and a deposit for expenses involved in investigation.

6.01.02. Investigation. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.

6.01.03. Ruling. The Board shall thereupon consider said application and report; and, after such consideration, reject, or approve it. If approved, applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.

6.02. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land shall, at their own expense, provide for such water mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District, and upon acceptance by the District shall become the property of the District. A detailed as-built mylar blueprint of the water system shall be signed by a registered civil engineer and CAD disc shall be supplied to the District.

6.03. Specifications and Construction. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan and specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

6.04. Property of District. All facilities, upon completion and final inspection, shall be offered for dedication to the District; and upon acceptance of dedication, shall become the property of the District as well as all easements.

6.05. Water Rights and Improvements. Whenever land is to be subdivided, any water well, water-bearing land, mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the District in consideration of the District's approving any application for water service to such tract or subdivision. Said deed to the District shall be executed before any such application shall be approved by the District; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not subdivided, such wells and equipment may continue to supply the un-subdivided portion previously served until such time as the total area served is subdivided.

6.06. Payment of Facility/Capacity Charges. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection permit from the District.

## **SECTION 7. ANNEXATIONS**

7.01. Application. A person desiring to annex land to the District shall make written application

accompanied by maps showing location and area of the land with legal description.

7.02. Terms of Annexation. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.

7.03. Annexations of Developed Land. Owner or owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such water mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property. When installed, such water improvements shall become and be the property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the owner or owners of property desiring annexation. Extension of water mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the main extension and/or subdivision policies for subdivisions as herein set forth in Sections 5 & 6. Existing wells may be used only for livestock and irrigation.

## **SECTION 8. TEMPORARY SERVICE**

8.01. Supply from Fire Hydrant. An applicant for temporary use of water from a fire hydrant shall secure a permit therefor from the District and pay the hydrant meter deposit. The applicant shall also pay for the water used in accordance with the meter readings, at the rates prescribed by the Board.

8.02. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is and subject to a penalty charge for each occurrence as may be set by the Board.

8.03. Meter Availability. The applicant shall make the hydrant meter available as prescribed by the District for reading on a monthly basis.

8.04. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other customers are not inconvenienced thereby.

8.05. Responsibility for Equipment. The customer shall, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the customer or of any of his or her tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property, including but expressly



not limited to any damage caused by faucets, valves and other equipment, which are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

## **SECTION 9. FIRE PROTECTION**

**9.01. Public Fire Protection.** The following pertains to the use of District facilities for public fire protection:

**9.01.01. Use of Fire Hydrants.** Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose shall first obtain written permission from the District's General Manager prior to use and shall operate the hydrant in accordance with instructions issued by the District's General Manager. Unauthorized use of hydrants in violation of any provision of this Section shall be penalized and/or prosecuted according to law. No provision herein shall preclude the District from taking any other legal actions to restrain any violation of this Section.

**9.01.02. Decorative or Imitation Fire Hydrants.** All decorative or non-working type fire hydrants, which may be used as a front yard decoration, must be placed 25-feet back from curb line, or a "Out of Service" sign, must be placed on all such non-working fire hydrants.

**9.01.03. Moving of Fire Hydrants.** When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, they shall bear all costs of such charges, without refund. The District and any other proper authority shall approve any change in the location of fire hydrant.

**9.02. Private Fire Protection Service.** The following pertains to the use of District facilities for private fire protection systems:

**9.02.01. Payment of Cost.** The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the service location.

**9.02.02. No Connection to Other System.** There shall be no connection between this fire protection system and any other water distribution system on the premises.

**9.02.03. Use.** There shall be no water used through the fire protection service except to extinguish fires and for testing the fire fighting equipment.

**9.02.04. Charges for Water Used.** Any consumption recorded on the meter will be charged as provided in District Resolution except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

9.02.05. Monthly Rates. The monthly rates for private fire protection shall be established from time to time by Ordinance of the Board of Directors.

9.02.06. Water for Fire Storage Tanks. Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available.

9.02.07. Violation of Agreement. If water is used from a private fire service in violation of the agreement or this Ordinance, the District may, at its option, discontinue and remove the service.

9.02.08. Meter. If the District does not require a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service connection at the owner's expense, or disconnect the entire water supply from such premises, in addition to any and all other civil and criminal remedies available by law.

9.02.09. Additional Service. The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The Board shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.

9.02.10. Backflow Prevention Assemblies. All fire service connections that require Backflow Prevention Assemblies as determined by the District, shall be installed at the expense of the owner of the property. The District shall approve all assemblies prior to installation.

9.02.11. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such qualities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

## **SECTION 10. CROSS-CONNECTION CONTROL**

10.01. Cross-Connections. The purpose of this Section is to protect the public potable water supply system of the Town of Discovery Bay by establishing a Cross Connection Control Program to effect the control of cross connections, actual or potential, thereby isolating within the customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the District's water supply system.

The regulations relating to cross connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof. Also see District's Ordinance NO. 10 on Cross Connection.

## 10.02. Typical Facilities:

Sewage Plants	Air Gap
Sewage Lift Stations	Reduced Pressure Device
Mortuaries	Reduced Pressure Device
Hospitals	Reduced Pressure Device
Convalescent Homes	Reduced Pressure Device
Plating Plants	Reduced Pressure Device
Cooling Towers	Reduced Pressure Device
Air Conditioning (Chemical Pots)	Reduced Pressure Device
Cleaners	Reduced Pressure Device
Bottling Company	Reduced Pressure Device
Multi-storied Building (Over 50' high)	Double Check Valve Device
Sprinkling Systems (Chemical entrained)	Double Check Valve Device
Mobile Home Parks	Double Check Valve Device
Mobile Home Parks (Sewer Line and Clean out Conditions)	Reduced Pressure Device
Steam Facilities	Reduced Pressure Device

10.03. 10.08. Approved Devices. The District shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public water supply system.

10.04. 10.09. Enforcement. Service of water to any premise shall be discontinued by the District if a backflow prevention device required by the rules and regulations of the district is not installed, tested and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected cross-connections exist on the premises. Service will not be restored until such condition or defects are corrected. The District representative assigned to inspect premises relative to possible cross connection hazards, shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and premises in the performance of his or her duty. This right of entry shall be a condition of water service in order to provide assurance that the continuation of service to the premises will not constitute a menace to health, safety and welfare to the people throughout the District's water system.

## **SECTION 11. CUSTOMER BILLING PROCEDURES**

11.01. Establish Rates and Charges. The Board of Directors shall from time to time, by Ordinance, establish rates, fees and charges for water and other service provided by the District.

11.02. Charges. Water charges shall begin when a water service connection is installed to any lot or dwelling, and shall continue until the water service connection is removed.

11.03. Billing Period. The District will annually or as otherwise establish the regular billing period.

11.04. Meter Reading -- Residential dwellings with meters may be read only for usage purposes, all others nearly as possible on the same day of each month if applicable.

11.05. Billing of Separate Meters Not Combined. Separate bills shall be rendered for each meter installation where applicable.

11.06. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be pro-rated. The District may estimate closing bills for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

11.07. Payment of Bills. Bills for metered water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the District on or before the 15th day after date of billing, the bill shall become past due and delinquent.

11.08. Notice of Delinquent Status. If a bill remains unpaid at the next billing cycle, a notice of termination will appear on the bill. A reasonable attempt to personally notify by telephone or in person will be made not less than 48 hours prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. The actual termination date shall not be less than fifteen days following the mailing of the notice of termination. If the bill remains unpaid on the date specified, the service shall be discontinued the day specified. Notice of any delinquency in a tenant's account shall also be sent to the owner of the property with indication of the owner's liability.

11.09. Suit. All unpaid rates, fees, charges and penalties herein provided may be collected by suit.

11.10. Costs. Defendant shall pay all costs of suit in any judgment rendered in favor of District, including reasonable attorney's fees.

## **SECTION 12. COMPLAINTS AND DISPUTED BILLS**

12.01. Right to Meet. Should a customer have a complaint with regard to the application of any provision of this Ordinance, any resolution implementing this Ordinance, or any complaint or dispute with regard to water service, or the accuracy of a bill for water service or other charges, the customer has the right to meet with the General Manager or his/her designee to discuss the dispute and present any evidence the customer has to support their position. In the case of

disputes over bills, the customer shall be required to submit his/her complaint, request for a meeting or request for initiation of an investigation in writing not later than ten days of his/her receipt of the disputed bill or not later than thirteen (13) days of mailing of the notice of termination.

12.02. Arrangement of Meeting. To arrange such a meeting the customer shall contact the District office, either in writing or by telephone during normal business hours as may be set by the Board.

12.03. Presentation of Evidence. The customer may be accompanied by a friend, attorney, or other representative to meet with the General Manager or his/her designee and may present any evidence they may have to support their position.

12.04. Unresolved Disputes. If the customer is unable to resolve his or her dispute with the General Manager or his/her designee, the customer may submit the complaint in writing, along with a full and detailed explanation to the Board for resolution, in accordance with Section 1.11 of this Ordinance.

12.05. Appearance Before the Board of Directors. Upon submittal of a timely appeal, the customer may appear before the Board at the next regularly scheduled Board meeting by notifying the District Secretary not less than seven days prior to the Board meeting either by telephone or in writing of the date he or she wishes to attend and the subject matter of the dispute. The customer may then present the complaint and any evidence in support of his or her position and ask for a decision by the Board.

12.06. Delays on Action. The Board shall act promptly to resolve the dispute, but may delay a resolution of the dispute to a subsequent regular meeting in order to investigate the dispute or receive special reports related to the dispute.

12.07. Further Delays. Any further delays shall be freely and willingly agreed to by the customer.

12.08. Decision of the Board. The decision of the Board of Directors shall be final. Should the Board not render a decision within sixty (60) days of receipt of the appeal to the Board, this failure to act shall be deemed a denial of the requested action, unless the District has informed the complainant in writing of its intention to extend the resolution period.

12.09. Meter Test Deposit. Should a customer desire to have the water meter serving their premises tested, he or she shall first deposit an amount as specified in District Resolutions, for testing of meters up to one (1") in size, and may be present when the meter is tested in the meter shop of the District or other test facilities. Should the meter register more than one percent (2%) fast, the deposit will be refunded; but should the meter register less than one (2%) fast, the District will retain the deposit.

12.10. Adjustment for Fast Meter Errors. If a meter tested at the request of a customer is found

to be more than one percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.

12.11. Adjustment for Slow Meter Errors. If a meter tested at the request of a customer is found to be more than ten percent (10%) slow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

12.12. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

### **SECTION 13. DISCONNECTION FOR NONPAYMENT**

13.01. Disconnection for Non-Payment. In accordance with Section 11, water service shall be discontinued if payment for water service is not made within fifteen (15) calendar days of the date of mailing the past due bill. At least forty-eight (48) hours prior to termination, the District will make a reasonable good faith attempt to notify the owner of the affected property by telephone or in person. At no time shall the District initiate the discontinuance of water service at a time when the District offices are closed, or on a Saturday, Sunday or legal holiday.

13.02. Complaint Procedures for Disconnection. Service disconnection for non-payment of bills shall be subject to the complaint procedures specified in Section 12 therein.

13.03. Refusal or Neglect to Pay Debt. Any amount due is a debt to the District, and any person, firm or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.

13.04. Service Charges for Violations. If water service is discontinued for violation of any of the District's rules, regulations, resolutions or ordinances, service shall not be reinstituted until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein paid.

13.05. Partial Payments. A partial payment of a delinquent account may be accepted and credited to a customer's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency unless such partial payment is made pursuant to an amortization agreement authorized by the District pursuant to Section 13.06 of this Ordinance.

13.06. Authorization for Continuance of Service for Delinquent Accounts. The General Manager

or his or her designee may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the District have been established.

#### **SECTION 14. ADDING DELINQUENT CHARGE TO TAX ROLL**

**14.01. Report of Delinquent and Unpaid Charges.** A report of delinquent and unpaid charges for water and other services which remain unpaid and delinquent for sixty days or more on July 1 of each year shall be prepared and submitted to the Board for consideration as tax liens. The unpaid and delinquent charges listed in said report for each parcel of property shall be fixed at the amount listed in said report.

**14.02. Adoption and Filing of Report.** The secretary shall file with the County Assessor and the Board of Supervisors of the appropriate county, in the time and manner specified by the County Assessor and Board of Supervisors, a copy of such written report with a statement endorsed thereon over the signature of the secretary, that such a report has been adopted and approved by the Board of Directors and that the County Assessor shall enter the amount of such charges against the respective lots or parcels of land as they appear on the current assessment roll.

**14.03. Collection of Delinquent and Unpaid Charges.** The County Assessor shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and thereafter, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person as, together with and not separately from, the general taxes, if any, for the District or the County and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

**14.04. Non-Exclusive Remedy.** No provision herein is intended to preclude the District from taking any other legal action to enforce payment of any unpaid debts to the District.

**14.05. Applicable to Owner Only.** Section 14. Of this Ordinance applies only where the person responsible for the delinquent and unpaid charge is the owner of the property.

#### **SECTION 15. CHARGES**

**15.01. Charges.** The Board may from time to time establish, by Ordinance, (except where otherwise specified), any or all of the following types of charges. The schedule of approved charges will be posted at the District Office.

**15.02. Administrative Charges.** The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.

**15.03. Consumption Charge.** The consumption charge is the charge per hundred cubic feet for all water registered by the customer's water service meter or on contractors temporary/loaned,

District owned meter.

- 15.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.
- 15.05. Disconnect Processing Charge. The charge, which covers the reasonable District costs of processing the past due, accounts for disconnection.
- 15.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable District costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.
- 15.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.
- 15.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the district fire service meter. Water use through this service shall be limited to emergency fire requirements only.
- 15.09. Inspection Charge. Where a customer service connection or facility requires inspection by District personnel, the customer shall be charged for such inspection.
- 15.10. Meter Test Charge. The charge, which covers the District, costs for pulling, testing, and reinstalling the water meter to be tested.
- 15.11. Plan Check Charge. The charge incurred by the District in reviewing and inspecting water plans submitted to the District.
- 15.12. Repair Charge. The charge incurred by the District in repairing any damage to any District meters, water mains, water lines and/or any other appurtenances.
- 15.13. Security Deposit Charge. The charge which insures payment of minimum District charges, and which shall be deposited with the District with the completed application prior to commencement of water service to any property.
- 15.14. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydropneumatic Stations and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the District to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share of the cost for the installation of such Special Facility. Such proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such development to the entire limited service area to be served by the Special



Facilities; and the difference between the cost of facilities to serve the same number of acres or area under normal conditions and the cost of facilities to serve the acreage or area under special conditions at a higher cost.

15.15. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.

15.16. Unauthorized Use of Water Charge. The charge imposed on any person, organization or agency for each unauthorized use of District water, or for tampering in any manner with any meter belonging to the District, where such tampering affects the accuracy of such meter.

15.17. Water Main Extension Charge. The charge for the replacement or construction of the water main fronting on the property to be served.

15.18. Water Service Connection Charges. Regular. The charge for the type and size of water service meter or other connection desired and the cost of connection of a building or property to the District's water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by applicant. Where there is no regular charge, the District may require the applicant to deposit an amount equal to the estimated cost of such service connections.

15.19. Facility/Capacity Charges. The water service connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities and (E) future storage and transmission facilities.

15.20. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.

15.21. Water System Design Charge. A non-refundable charge required for checking plans provided for all main extensions, service connections and/or special facilities or for requiring the preparation of engineering plans and drawings by District personnel or consultants.

15.22. Permit Charge. Charge for issuance of a permit for connection.

## **SECTION 16. RIGHT OF ENTRY.**

16.01. The Engineer shall be authorized to enter all private properties for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portions of the water system lying within the property.

16.02. The entries authorized by Section 16.01 shall be conducted either with the consent of the owner or occupant or pursuant to the provisions of Title 13 of Part III of the Code of Civil Procedure (CCP Section 1822.50 et seq.)

16.03. The Engineer shall be authorized to enter onto all easements held by the Town for the

purposes set forth in Section 16.01 where the easement including a right of access; where the fee owner objects, the procedures set forth in Section 16.02 shall be followed.

## **SECTION 17. WATER CONSERVATION**

- 17.01 Conservation Purpose. The purpose of this is to assure that all water furnished by the District is put to reasonable beneficial use, to prevent unreasonable use or waste of water and to promote efficient use and conservation of water.
- 17.02 Prevention of Waste or Unreasonable Use. All customers of the District are urged to take all reasonable action to prevent waste of water. The District shall have the right, following notice and hearing, to impose upon any water service connection such conditions as the District determines to be necessary to prevent unreasonable use or waste of water.
- 17.03 Conservation Measures by Customers. All customers of water furnished by the District are urged to take all reasonable action to conserve water. Among the actions recommended are the following:
- (A) Semi-annually or sooner examine all plumbing systems to detect any leaks and repair leaks immediately upon detection.
  - (B) Prevent water from running off premises into street gutters.
  - (C) Install flow restrictors on all showerheads that will limit flow to not more than 3-gallons per minute.
  - (D) Install or use of low-flow toilets is preferred.
  - (E) Install aerators or laminar flow devices on kitchen and lavatory faucets to reduce maximum flow to 2.75 gallons per minute.
  - (F) Landscape with minimal turf (grass) and use drought-tolerant (low water-using) plants.
- 17.04 Conservation Measures of District. (A) The District shall vigorously pursue at all times a program for the conservation of water consisting in such cost-effective measures as are from time to time authorized by the Board of Directors. (B) Cooperate with local school districts in developing education programs on efficient water use. (C) Make available at the District's office, public library and any other public places printed materials on the need for, and methods of, water conservation.
- 17.05 New Landscaping All new landscaping plans and irrigation systems must make efficient use of minimum quantity of water and is installed, operated and maintained in accordance with plans that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

## **SECTION 18. PLACE OF USE OF WATER, RESALE PROHIBITED**

- 18.01 Resale Prohibited. Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any premise other

than that specified in his application for service, nor shall any customer resell any water furnished by the District.

**SECTION 19. EFFECTIVE DATE**

19.01. This Ordinance shall become effective 30 days after adoption.

APPROVED AND ADOPTED this 17 day of JANUARY, 2001.

AYES: 4

NOES: 0

ABSENT: 1

ATTEST: Virgil Koehne  
Secretary of the Board and  
General Manager

By: Virgil Koehne  
Secretary

[Signature]  
Board Chair